IRSTI 10.27.01 https://doi.org/10.26577/JAPJ2025114211

A. Amangeldy

Kunaev University, Research Center of the Academy
of the Ministry of Internal Affairs of the Republic of Kazakhstan, Almaty, Kazakhstan
e-mail: aizhan_amangeldy@mail.ru

INTERACTION OF INTELLECTUAL PROPERTY LAW WITH BRANCHES OF PRIVATE LAW

In this article, a study is conducted on the interaction of intellectual property law with branches of private law. In particular, the interaction of intellectual property law with civil law is substantiated. Intellectual property law acts as a sub-branch of civil law, respectively, the subject of legal regulation also consists of property and personal non-property relations that develop with respect to intellectual property objects. In turn, the exclusive right to intellectual property belongs to the category of property rights, and as a subjective right is one of the objects of civil rights.

The article also analyzes the interaction of intellectual property law norms and sub-branches of civil law: law of obligations, inheritance law. As you know, obligations are divided into contractual and non-contractual. In the field of intellectual property, contracts are important because they serve as the basis for the emergence, modification and termination of legal relations regarding intellectual property objects.

Some provisions of the article are devoted to the analysis of intellectual property rights with the institute of non-contractual obligations. Often, the creation of intellectual property objects is the subject of competitive obligations, and copyright holders may be harmed as a result of torts. Exclusive rights also act as the subject of inheritance and inheritance law, exclusive rights can be the subject of hereditary legal relations, which is also reflected in the content of the article.

The issues of interaction of intellectual property law with private international law are touched upon, since intellectual property law is one of the institutions of private international law, which provides for conflict-of-laws regulation of relations complicated by a foreign element. The uniqueness of intellectual property law is also manifested in connection with labor law, since the subject of interaction is relations regarding official works and inventions, which, as a rule, are determined by an employment contract, but require compliance with special legislation of the Republic of Kazakhstan.

The article analyzes the interaction of intellectual property law with family law, since exclusive rights and intellectual property objects, being property, can be the subject of family legal relations. The aspects of the interaction of intellectual property law with business law are studied, this is based on the norms on commercialization, support of industrial activity, etc.

Keywords: law, intellectual property, inheritance, entrepreneurial activity, innovation, interaction, contractual obligations, competition, state technological policy.

А. Амангельды

Қонаев Университеті, ҚР ІІМ Академиясының
Ғылыми-зерттеу орталығы, Алматы, Қазақстан
e-mail: aizhan_amangeldy@mail.ru

Зияткерлік меншік құқығының жеке құқық салаларымен өзара байланысы

Бұл мақалада зияткерлік меншік құқығының жеке құқық салаларымен өзара іс-қимылына қатысты зерттеу жүргізіледі. Атап айтқанда, зияткерлік меншік құқығының азаматтық құқықпен өзара іс-қимылы негізделеді. Зияткерлік меншік құқығы азаматтық құқықтың кіші саласы болып табылады, сәйкесінше құқықтық реттеу нысанасы зияткерлік меншік объектілері бойынша қалыптасатын мүліктік және жеке мүліктік емес қатынастардан тұрады. Өз кезегінде зияткерлік меншік объектілеріне айрықша құқық мүліктік құқықтар санатына жатады және субъективті құқық ретінде азаматтық құқықтар объектілерінің бірі болып табылады.

Мақалада зияткерлік меншік құқығы нормалары мен азаматтық құқықтың кіші салаларының өзара іс-қимылына талдау жасалды: міндеттеме құқығы, мұрагерлік құқық. Өздеріңіз білетіндей, міндеттемелер шарттық және шарттан тыс болып бөлінеді. Зияткерлік меншік саласында шарттар өте маңызды, өйткені олар зияткерлік меншік объектілеріне қатысты құқықтық қатынастардың пайда болуына, өзгеруіне және тоқтатылуына негіз болады.

Мақаланың жекелеген ережелері шарттан тыс міндеттемелер институтымен Зияткерлік меншік құқығын талдауға арналған. Көбінесе зияткерлік меншік объектілерін құру конкурстық

міндеттемелердің мәні болып табылады, ал құқық иелеріне азаптау салдарынан зиян келтірілуі мүмкін. Айрықша құқықтар мұрагерлік пен мұрагерлік құқықтың мәні ретінде де әрекет етеді, айрықша құқықтар мұрагерлік құқықтық қатынастардың мәні бола алады, бұл баптың мазмұнында да көрінеді.

Зияткерлік меншік құқығының халықаралық жеке құқықпен өзара іс-қимыл мәселелері қозғалды, өйткені зияткерлік меншік құқығы шетелдік элементпен күрделенген қатынастарды соқтығысуды реттеуді көздейтін халықаралық жеке құқық институттарының бірі. Зияткерлік меншік құқығының бірегейлігі еңбек құқығына байланысты да көрінеді, өйткені өзара іс-қимылдың мәні, әдетте, еңбек шартында айқындалатын, бірақ ҚР арнайы заңнамасын сақтауды талап ететін қызметтік туындылар мен өнертабыстарға қатысты қатынастар болып табылады.

Мақалада зияткерлік меншік құқығының отбасы құқығымен өзара әрекеттесуіне талдау жасалады, өйткені зияткерлік меншіктің айрықша құқықтары мен объектілері мүлік бола отырып, отбасылық құқықтық қатынастардың тақырыбы бола алады. Зияткерлік меншік құқығының кәсіпкерлік құқықпен өзара іс-қимыл аспектілері зерттелді, бұл коммерцияландыру, индустриялық қызметті қолдау және т.б. нормаларға негізделген.

Түйін сөздер: құқық, зияткерлік меншік, мұрагерлік, кәсіпкерлік қызмет, инновация, өзара іс-қимыл, шарттық міндеттемелер, бәсекелестік, мемлекеттік технологиялық саясат.

А. Амангельды

Университет Кунаева, Научно-исследовательский центр
Академии МВД РК, Алматы, Казахстан
e-mail: aizhan_amangeldy@mail.ru

Взаимодействие права интеллектуальной собственности с отраслями частного права

В данной статье проводится исследование касательно взаимодействия права интеллектуальной собственности с отраслями частного права. В частности, обосновывается взаимодействие права интеллектуальной собственности с гражданским правом. Право интеллектуальной собственности выступает подотраслью гражданского права, соответственно, предмет правового регулирования также составляют имущественные и личные неимущественные отношения, складывающиеся по поводу объектов интеллектуальной собственности. В свою очередь исключительное право на объекты интеллектуальной собственности относится к категории имущественных прав, и как субъективное право является одним из объектов гражданских прав.

В статье также проведен анализ взаимодействия норм права интеллектуальной собственности и подотраслями гражданского права: обязательственным правом, наследственным правом. Как известно, обязательства делятся на договорные и внедоговорные. В сфере интеллектуальной собственности договоры имеют важное значение, поскольку выступают основанием для возникновения, изменения и прекращения правоотношений по поводу объектов интеллектуальной собственности.

Отдельные положения статьи посвящены анализу права интеллектуальной собственности с институтом внедоговорных обязательств. Часто создание объектов интеллектуальной собственности выступает предметом конкурсных обязательств, а правообладателям может быть причинен ущерб вследствие деликтов. Исключительные права выступают также в качестве предмета наследования и наследственного права, исключительные права могут быть предметом наследственных правоотношений, что также отражено в содержании статьи.

Затронуты вопросы взаимодействия права интеллектуальной собственности с международным частным правом, поскольку право интеллектуальной собственности является одним из институтов международного частного права, который предусматривает коллизионное регулирование отношений, осложненных иностранным элементом. Уникальность права интеллектуальной собственности также проявляется в связи с трудовым правом, так как предметом взаимодействия выступают отношения по поводу служебных произведений и изобретений, которые, как правило, определяются трудовым договором, но требуют соблюдения и специального законодательства РК.

В статье проводится анализ взаимодействия права интеллектуальной собственности с семейным правом, поскольку исключительные права и объекты интеллектуальной собственности, являясь имуществом, могут выступать предметом семейных правоотношений. Исследованы аспекты взаимодействия права интеллектуальной собственности с предпринимательским правом, это основывается на нормах о коммерциализации, поддержки индустриальной деятельности и пр.

Ключевые слова: право, интеллектуальная собственность, наследование, предпринимательская деятельность, инновации, взаимодействие, договорные обязательства, конкуренция, государственная технологическая политика.

Introduction

Fundamental in legal science is the division of branches of law into public and private branches. Civil law is the largest branch of private law and therefore the role of this branch is difficult to overestimate.

Discussion

Intellectual property law, being a sub-branch of civil law, is aimed at regulating public relations that develop regarding the results of creative intellectual activity and means of individualization of participants in civil turnover, goods, works or services, therefore the connection with civil law is obvious. Like the subject of civil law, intellectual property law regulates property and personal non-property relations regarding intellectual property objects: objects of copyright and related rights, patent law, selection achievements, integrated circuit topologies, undisclosed information, means of individualization. Needless to say, the subject of civil law is much broader than the subject of intellectual property law, this is logical, because intellectual property law is a sub-branch of civil law.

The subject of legal regulation of intellectual property rights as a sub–branch of civil law are property relations, i.e. relations concerning property (exclusive) rights to intellectual property objects and personal non-property relations, i.e. relations concerning personal non-property rights belonging to individuals – creators of the results of intellectual creative activity (authors, inventors, breeders).

The interaction of civil law and intellectual property law is also manifested in the fact that the exclusive right to intellectual property objects as a subjective right is one of the objects of civil rights.

In accordance with Article 14 of the Civil Code of the Republic of Kazakhstan, a citizen may have the right of intellectual property to inventions, works of science, literature and art, other results of intellectual activity; claim compensation for material and moral damage; have other property and personal non-property rights. It follows from this that the subjective intellectual property right constitutes the content of a citizen's legal capacity, the key legal component of legal personality.

Therefore, intellectual property law as a set of property (exclusive) and personal non-property rights interacts with all sub-sectors and institutions of civil law.

As you know, in addition to exclusive rights to intellectual property rights, property rights in civil law include real rights (for example, ownership and rights to someone else's thing), binding rights (for example, contractual and non-contractual) and inheritance rights.

An exclusive right is a property right and may be the subject of absolute legal relations arising from the possession of exclusive rights to the results of creative intellectual activity. In absolute legal relations, the rightholder is opposed by an indefinite circle of persons (potential violators or users). In relative legal relations, exclusive rights arise from obligations.

At the same time, the classification of the grounds for the emergence of exclusive rights is as follows:

- in absolute legal relations, exclusive rights arise by virtue of the fact of the creation of an intellectual property object or the provision of legal protection by an authorized body.

- in relative legal relations, exclusive rights arise: 1) from contractual obligations (contracts for the creation of intellectual property objects, contracts for the granting of exclusive rights, contracts for the alienation (assignment) of exclusive rights, contracts for the provision of services); 2) from non-contractual obligations: torts (obligations from causing harm to the rightholder, unjustified enrichment); competitive obligations, unilateral transactions (public promise of a reward or remuneration for the creation of an intellectual property object, auction (tender) sale of copyright objects).

For example, if we are talking about the interaction of intellectual property law with the law of obligations. The general provisions of the Civil Code on the law of obligations, including the rules on the contract, generally extend their effect to this intangible object of civil rights, of course, taking into account its features (V.P. Mozolin 2012:18).

The obligation acts as a civil-law legal relationship, and the contract as the basis for the emergence of civil-law relations, and contractual legal relations, in turn, are legal relations that arise, change and terminate on the basis of the contract. Obligations form the basis of civil turnover, because through obligations there is a turnover of goods, the performance of works or the provision of services. The subject may have exclusive rights to intellectual property objects on the basis of contractual obligations based on copyright agreements, license agreements, trust management, franchising, etc. According to V.P. Mozolin, in the field of contract law, these features

are manifested primarily in the fact that contracts for the transfer of the right to use intellectual property objects are allocated by civil legislation into a separate specific group that exists in parallel with contracts for the transfer of ownership and their use(V.P. Mozolin 2012:18).

Contracts in the field of intellectual activity are diverse in the system of contracts. Without aiming to consider this system, I would just like to note that the legal and economic features used together are a more accurate criterion for distinguishing contracts, on the basis of which the following types of contracts are distinguished in the field of intellectual property:

1. contracts for the creation of intellectual property objects (contracts of author's order, contract for the creation of an official work and invention, contracts for research, development and technological work);

2. agreements on granting rights to use intellectual property objects (license agreements, franchising agreement);

3. security agreements (exclusive rights pledge agreement);

4. exclusive rights service agreements (exclusive rights trust management agreement, collective management agreement);

5. agreements on alienation of exclusive rights (agreements on assignment of exclusive rights).

Consider the judicial practice. On February 11, 2020, the SMES of the city of N.S. considered a civil case on a claim between IP "PSN" and LLP "IU" on the recognition of the contract as invalid and on the recovery of the amount. A sublicense agreement for the use of the trademark dated December 20, 2018 No. 201218/1 (hereinafter referred to as the Agreement) was concluded between the plaintiff (sublicensee) and IU LLP (sublicensee), under which the sublicensee granted the sublicensee a non–exclusive license to use the trademark within the city in respect of services included in the 39, 41, 43 classes of the International classification of goods and services.

In accordance with Annex 1 to the Agreement, IU LLP granted the sole proprietor a non–exclusive right to use the trademark "Let's Go with Us", registered under No. 1303991 and valid until March 29, 2026 (hereinafter referred to as the Trademark). By virtue of clause 4.1. as a reward for the granted right to use the trademark for the period of validity of this Agreement, the sublicensee is obliged to pay the sublicensee a payment in the amount of 2,600,000 tenge. According to clause 4.2. of the Agreement, the payment specified in clause 4.1. the sublicensee is obliged to pay the sublicensee in the following order: 1,300,000 tenge by December 29, 2018; 325,000 tenge by February 28, 2019; 325,000 tenge by March 31, 2019; 325,000 tenge by April 30, 2019; 325,000 tenge by May 31, 2019. The parties did not dispute that 2,600,000 tenge was received by the defendant. In accordance with clause 8.5. of the Agreement, the costs associated with the registration of the Agreement with the RSE "National Institute of Intellectual Property" of the Republic of Kazakhstan are borne by the sublicensee.

According to the letter dated August 23, 2019 ex.No.D2019-735 RSE at the National Institute of Intellectual Property reported the absence in the State Register of Trademarks of a registered sublicense agreement on the disposal of the exclusive right to trademark No.1303991 "PSN" between LLP "IU" and IP. The plaintiff asked to invalidate the Contract and recover 2,600,000 tenge from the defendant, arguing that the plaintiff paid the specified amount to the defendant under the Contract, meanwhile, the defendant did not register the Contract in the State Register of Trademarks and is not entitled to receive remuneration under the Contract. The plaintiff's representative at the court hearing supported the claim and asked to be satisfied on the grounds set out in the claim. The representative of the defendant did not recognize the claim and asked to refuse to satisfy the claims, pointing out that under the Contract the defendant undertook to reimburse the costs associated with the registration of the Contract, however, did not accept the obligation to submit the contract for registration in the State Register of Trademarks. The plaintiff used the trademark for two years and did not require the defendant to register the Contract. The plaintiff's rights have not been violated, since the plaintiff has the right to register the Contract, but does not do so.

In accordance with Article 1031 of the Civil Code, the agreement on the transfer of the right to a trademark, license, sublicense agreements are concluded in writing. The transfer of the right to a trademark or the granting of the right to use a trademark is subject to registration in accordance with the procedure determined by the authorized state body. Failure to comply with the written form of the contract and (or) the registration requirement entails the nullity of the contract.

According to paragraph 5 of Article 21 of the Law of the Republic of Kazakhstan "On Trademarks, Service Marks, Geographical Indications and Appellations of Origin of goods", the transfer of

an exclusive right or a license agreement is subject to registration within ten working days following the day of receipt of the application of the interested party to the contract.

By virtue of paragraph 1 of Article 157 of the Civil Code of the Republic of Kazakhstan, a transaction is invalid on the grounds established by the Code or other legislative acts, by virtue of its recognition as such by a court (a disputed transaction) or on the grounds directly provided for by legislative acts, regardless of such recognition (a void transaction). The transaction is considered to be disputed if its nullity is not provided for by legislative acts. In the event of a dispute about the nullity of the transaction, its invalidity is established by the court.

By virtue of paragraph 3 of Article 157 of the Civil Code, a claim for invalidation of a transaction may be submitted by interested persons, a proper state body or a prosecutor. An interested person is a person whose rights and legitimate interests have been violated or may be violated as a result of the said transaction. The plaintiff's claims for invalidation of the Contract and the return by the defendant of the amount of money received under the Contract in the amount of 2,600,000 tenge are based on the fact that the defendant has not registered the Contract in the State Register of Trademarks.

The Court cannot take into account the plaintiff's arguments that, by virtue of clause 8.5. of the Contract, the defendant had to register the Contract in the State Register of Trademarks, since clause 8.3. of the Contract provides for reimbursement by the defendant of the costs associated with the registration of the Contract, while the defendant is not obligated to submit an application for registration of the Contract to the authorized body. Clause 7.1 of the Agreement stipulates that the Agreement is valid until December 20, 2020. Since the Contract has not expired, the court agrees with the defendant's arguments that the plaintiff has not lost the right to file an application for registration of the Contract.

The court found that the owner of the Trademark is Mr. R.A.V. The owner of the trademark, the defendant was granted a non-exclusive license to use the Trademark by concluding a license agreement dated April 06, 2018, the contract was registered in the RSE at the National Institute of Intellectual Property. In this case, the plaintiff has been using the trademark since December 20, 2018 and has not submitted a claim for its registration to the defendant, the Trademark owner, the defendant do not dispute the plaintiff's right to use the Trademark, while the plaintiff's right to register the Contract has not been lost. In such circumstances, the court considers that the plaintiff's claims do not comply with paragraph 3 of Article 157 of the Civil Code, since the court does not see a violation of the rights and legitimate interests of the plaintiff and refuses to satisfy the claims. The court refused to satisfy the claims of the individual entrepreneur against the LLP "IU" on invalidation of the sublicense agreement for the use of the trademark dated December 20, 2018 No. 2021218/1 and the recovery of 2,600,000 tenge (Delo № 7119-19-00-2/13774).

With the development of market relations in the Republic of Kazakhstan, intellectual property rights and property rights to them are increasingly becoming the subject of mixed contracts. Subjects of civil rights, striving for the legitimate use of the results of creative work, are increasingly using constructions that allow for legal risks.

For example, contracts that may include conditions indirectly mediating relations in the field of intellectual property law – an employment contract, a contract for the performance of R&D, a pledge agreement for property rights, a marriage contract, a contract for the trust management of property rights, an enterprise sale agreement, an enterprise lease agreement, a privatization agreement, a donation agreement, a barter agreement, a constituent agreement, joint activity agreement, assignment agreement, commission agreement, insurance agreement.

The interaction of intellectual property law is also expressed in close connection with the institution of non-contractual obligations, since the basis for the emergence of relations regarding intellectual property can be not only contracts, but non-contractual obligations. At the same time, when applying legislation regarding non-contractual obligations, one should not forget about the requirements of special regulatory legal acts when regulating relations in the field of intellectual creative activity.

The basis for the occurrence of such obligations are lawful and unlawful actions. Legitimate ones include:

a) obligations arising from a public promise of remuneration, for example, in the case of the creation of intellectual property objects;

b) obligations arising from competitive obligations, for example, from an auction, tender.

Exclusive rights may arise from the public promise of a reward for the creation of a work, the subject of which is the creation of the result of creative activity. The announcement of a public promise of an award is not such a rare phenomenon, periodically such contests are announced by those interested in

new ideas and technologies. The object of such contests can be not only works of science, literature and art, but also inventions, industrial designs or utility models that could be further used in industry in various sectors of the national economy.

At auctions, sales of objects of fine art and other results of intellectual creative activity are carried out, and in relation to such objects of intellectual property rights, such specific rights arise as the right of succession, expressed in the fact that the author of the work of art has the right, in case of its public resale at a price exceeding the previous one, to receive remuneration from the seller in the form of a percentage of resale price (Zakon Respubliki Kazakhstan ot 10 iyunya 1996 goda № 6-I «Ob avtorskom prave i smezhnykh pravakh»).

Competitive obligations are regulated not only by the norms of the Civil Code of the Republic of Kazakhstan, but also by the norms of special legislation, for example, the Law of the Republic of Kazakhstan "On Public Procurement". According to Clause 28 of Article 2 of the Law of the Republic of Kazakhstan "On Public Procurement", goods are also understood as objects of intellectual property rights. One of the principles of public procurement in accordance with Clause 9 of Article 4 of the Law of the Republic of Kazakhstan "On Public Procurement" is the principle of respect for intellectual property rights contained in the purchased goods (Zakon Respubliki Kazakhstan ot 4 dekabrya 2015 goda № 434-V «O gosudarstvennykh zakupkakh»).

In addition, according to paragraph 3 of Article 39 of the Law "On Public Procurement", public procurement by means of a single source through the direct conclusion of a public procurement contract is carried out in cases of acquisition of goods, services that are objects of intellectual property from a person who has exclusive rights in respect of the purchased goods, services, as well as work on the adjustment of pre-project or design and estimate documentation from the person who developed this pre-design or design estimate documentation (Zakon Respubliki Kazakhstan ot 4 dekabrya 2015 goda № 434-V «O gosudarstvennykh zakupkakh»).

However, this is not enough, since the alienation and granting of intellectual property rights must be carried out according to the rules of special legislation. And this is confirmed by the provision of Clause 9 of Article 4 of the Law of the Republic of Kazakhstan "On Public Procurement".

As for illegal actions as grounds for obligations, these include tort obligations from causing harm, for example, illegal use of intellectual property rights, violation of personal non-property rights.

Consider the judicial practice. On February 8, 2017, the Specialized Interdistrict Economic Court of G. A. civil case on the claim of "iS" LLP to the defendant "Trading Company D" LLP for the recovery of the amount of income received as a result of copyright infringement, the plaintiff appealed to the court with the above claim, motivating (taking into account the clarifications of the arguments of the statement of claim) that he has exclusive property rights to the copyright object called "T" (computer program), as evidenced by the certificate of state registration of copyright rights issued by the Intellectual Property Rights Committee of the Ministry of Justice of the Republic of Kazakhstan, "T" – the electronic document management system automates business processes and content management, the product adapts to any type of enterprise, supports geographically distributed offices and automates the work of the enterprise as a whole.

On the part of "iS" LLP, since November 2015, work has begun to identify the facts of the misuse of objects of its copyright, since earlier it introduced the program "T" electronic document management system in "AAvto" LLP, JSC "SC", JSC "VD" and did not exclude the option of illegal acquisition, use and processing by third parties of the source codes of this program, including in the service market. In this regard, procurement monitoring was carried out related to the supply, development and implementation of computer programs in the field of electronic document management within the limitation period for 2012-2015, information about the purchase was found on the website of JSC NC KAZH in the procurement archive, after which they visited the website of the defendant LLP Trading Company D, from which it followed that he does not develop software, but only implements ready-made products, therefore the defendant has no experience in developing his own ready-made products, and experts always post their cases on the site, raised doubts about his competence and the need to check his electronic document management system for counterfeiting. So, on 08.11.2013, the results of the tender of JSC NC "KAZH" for the purchase of services for lot No. 20 "Electronic Document Management System" were summed up, according to the protocol of the tender results, the defendant with the contract amount of 13 996 472 tenge excluding VAT was recognized as the winner for this lot. Based on a letter from "iS" LLP dated 27.11.2015 with a request for access to the electronic document management system (here-

inafter – SED) for joint analysis of the source codes of the respondent's SED and SED "T", satisfied by JSC "NC "KAZH", on 15.01.2016 by specialists of "iS" LLP and JSC "NC "KAZH" the SED of JSC NC "KAZH" was decompiled, as a result of which the architecture of the SED of JSC NC "KAZH" and SED "T" were revealed, their matches at the source code level, the author's signatures of the plaintiff's specialists were found in the source codes of the SED of JSC NC "KAZH". This inspection was additionally witnessed by a video recording. Meanwhile, the defendant did not acquire the SED "T" program from iS LLP, did not receive permission or consent for its use, sale or processing, therefore, the SED "T" cannot be recognized as a legitimate user.

Pre-trial measures to resolve the dispute did not lead to anything, about which there is a corresponding correspondence.

In accordance with paragraph 5, part 1 of Article 49 of the Law of the Republic of Kazakhstan "On Copyright and Related Rights", the protection of copyright and related rights is carried out by the court by collecting income received by the violator as a result of violation of copyright and (or) other rights, and are applied at the choice of the copyright holder. The defendant's income received as a result of the implementation of the SED in JSC NC KAZH amounted to KZT 13,996,472. The claim of "iS" LLP to the defendant "Trading Company D" LLP for the recovery of the amount of income received as a result of copyright infringement has been fully satisfied. Recovered from Trading Company D LLP in favor of iS LLP income received by it as a result of copyright infringement in the amount of KZT 13,996,472 (thirteen million nine hundred ninety-six thousand four hundred seventy-two) tenge, court costs for the payment of examination in the amount of KZT 17,197 (seventeen thousand one hundred ninety-seven) tenge, total – 14,013,669 (fourteen million thirteen thousand six hundred sixty-nine) tenge. Court costs in the amount of 419,894 (four hundred nineteen thousand eight hundred and ninety-four) tenge were collected from Trading Company D LLP to the state revenue (Delo 7527-16-00-2/7560).

Intellectual property law interacts closely with inheritance law.

In accordance with Article 1040 of the Civil Code of the Republic of Kazakhstan, the inheritance includes property belonging to the testator, as well as rights and obligations, the existence of which does not cease with his death.

The inheritance may also include the rights necessary for registration of the testator's property rights that were not issued during his lifetime, including the right to register them (Grazhdanskiy kodeks Respubliki Kazakhstan ot 1 iyulya 1999 goda № 409-I).

At the same time, paragraph 2 of Article 1040 of the Civil Code of the Republic of Kazakhstan provides that the rights and obligations inextricably linked with the identity of the testator are not included in the inheritance:

1) the rights of membership in organizations that are legal entities, unless otherwise established by legislative acts or contract;

2) the right to compensation for damage caused to life or health;

3) rights and obligations arising from alimony obligations;

4) the rights to pension payments, allowances and other payments on the basis of the labor legislation of the Republic of Kazakhstan and the laws of the Republic of Kazakhstan in the field of social security;

5) personal non-property rights not related to property rights, except in cases established by legislative acts (Grazhdanskiy kodeks Respubliki Kazakhstan ot 1 iyulya 1999 goda № 409-I).

According to Article 115 of the Civil Code of the Republic of Kazakhstan, property is understood as property rights, one of the components of intellectual property rights are exclusive rights, that is, property rights.

It follows from the content of paragraph 2 of Article 1040 of the Civil Code of the Republic of Kazakhstan that exclusive rights act as the subject of inheritance and inheritance law, exclusive rights can be the subject of hereditary legal relations. The same cannot be said about personal non-property rights, which, as is known, are not included in the hereditary mass, since they are inalienable and non-transferable due to their connection with the personality of the author-testator.

In accordance with paragraph 1 of Article 965 of the Civil Code of the Republic of Kazakhstan, exclusive rights to an intellectual property object are transferred in the order of universal succession by inheritance and as a result of the reorganization of the legal entity – the rightholder. If you look at the rules of special legislation that regulate the field of intellectual property:

1) Paragraph 2 of Article 30 of the SOAPR states that copyright is inherited by law or by will. Here it is necessary to understand that the exclusive (property) copyright passes to the heir, since the personal non-property rights of the author do not pass by inheritance;

2) Paragraph 14 of Article 11 of the Patent Law of the Republic of Kazakhstan states that the security document for an object of industrial property and (or) the right to receive it are inherited or in succession. According to paragraph 2 of Article 5 of the Patent Law of the Republic of Kazakhstan, a security document for an invention, utility model and industrial design certifies the exclusive right;

3) in accordance with Article 16 of the ZRK "On Selection Achievements", the right to file an application and obtain a patent for a selection achievement, the exclusive right to use a selection achievement, as well as remuneration and income from its use are inherited or in succession.

4) according to paragraph 1 of Article 8 of the ZRK "On TIMS", the exclusive right to the topology passes by way of universal succession by inheritance and as a result of the reorganization of the legal entity – the rightholder.

Interaction also exists within civil law: intellectual property rights, contractual obligations and inheritance law, for example, in accordance with Article 909 of the Civil Code of the Republic of Kazakhstan, the transfer to another person of a separate exclusive right included in the license complex is not a basis for changing or terminating the contract. The new copyright holder enters into the contract with respect to the rights and obligations relating to the transferred exclusive right. In the event of the death of the licensor-citizen, his rights and obligations under the contract of a comprehensive business license pass to the heir, provided that the latter is registered or within six months from the date of the opening of the inheritance will be registered as an entrepreneur. Otherwise, the contract is terminated. The management of the license complex in the period before the heir assumes the relevant rights and obligations or before the heir is registered as an entrepreneur is carried out by a trustee appointed by a notary in accordance with the established procedure.

There are also a number of other features of interaction within civil law, namely: intellectual property rights, non-contractual competitive obligations and inheritance law. For example, for auctions, the subject of which is objects of intellectual property: the right to follow a work of fine art.

The right of succession is the author's right to a share of the proceeds from the public resale of original works of fine art and original manuscripts (Sudarikov S.A. 2009:130). In the legislation of the Republic of Kazakhstan, this norm is reflected in paragraph 2 of Article 17 of the ROK ZoAP: "In each case of public (through an auction, fine art gallery, art salon, shop, etc.) resale of the original work of fine art after the first alienation of ownership of such a work of fine art, the author or his heirs have the right to receive from the seller remuneration in the amount of five percent of the resale price (right of way). This right is inalienable during the author's lifetime and passes exclusively to the author's heirs by law or will for the duration of the copyright" (Zakon Respubliki Kazakhstan ot 10 iyunya 1996 goda № 6-I «Ob avtorskom prave i smezhnykh pravakh»).

We agree with S.A. Sudarikov that the right to follow has elements of both personal non-property and exclusive rights. On the one hand, the right to follow is inalienable, which is characteristic of personal non-property law, and the inalienable right has been introduced into legislation to prevent the author from being forced to renounce his right. On the other hand, the validity period of the right of succession is equal to the validity period of the exclusive right (Sudarikov S.A. 2009:130). Moreover, the right of succession passes to the heirs by law or by will.

When considering the issue of inheritance of the exclusive right to the result of intellectual activity, it is necessary to take into account that in some cases a situation of co-inheritance may arise – when the exclusive right is inherited by two or more heirs (L. A. Novoselova 2017:67). If there is a plurality of heirs, the property is distributed according to the shares. An indication of the distribution of shares in these cases, taking into account the indivisibility of the exclusive right (despite the presence of a set of powers in it), can be considered as an indication aimed at the distribution of funds (income) received by heirs as a result of the exercise of the exclusive right. The exclusive right of inheritance cannot be divided into separate powers (when, for example, the right to transfer is transferred to one person, and the right to replicate is transferred to another). The property of the indivisibility of an exclusive right determines the peculiarity of its inheritance, due to the fact that heirs can exercise this property right only together. Any actions to use the inherited work are possible only with their general consent of all heirs (L. A. Novoselova 2017:68).

However, in Kazakhstan, the transfer or alienation of exclusive rights is possible in whole or in part, therefore, when inheriting, the powers included in the exclusive rights must be used jointly by the heirs, and in the will or by agreement of the co-heirs, it is possible to divide the exclusive right into separate powers, so the use of the exclusive right can be made according to such powers.

Exclusive rights to works of science, literature and art, exclusive patent rights, exclusive rights to selection achievements, to integrated circuit topologies, rights to trademarks, names of places of origin of goods, rights to broadcast and cable broadcasting are inherited, they can also be the object of inheritance as part of enterprises as a property complex.

It is impossible not to touch upon the issues of interaction of intellectual property law with private international law, namely intellectual property law is one of the institutions of private international law, which provides for conflict of laws rules.

The intellectual property system has long ceased to be a branch of law. Now that this system is localized in the interests of economically developed countries, it has become a powerful means of international trade, political and economic expansion (Sudarikov S.A. 2009:330). From the point of view of international legal relations, the intellectual property system refers to private international law. This is explicitly recognized in the TRIPS Agreement: "Intellectual property law is a private right" (Sudarikov S.A. 2009:10).

In these circumstances, there is always a need to correctly determine the applicable law regarding intellectual property objects. In accordance with Article 1120 of the Civil Code of the Republic of Kazakhstan, the law of the country where protection of these rights is sought applies to intellectual property rights. According to paragraph 2 of Article 1120 of the Civil Code of the Republic of Kazakhstan, contracts that have intellectual property rights as their subject matter are governed by the law determined in accordance with the provisions of this section on contractual obligations (Grazhdanskiy kodeks Respubliki Kazakhstan ot 1 iyulya 1999 goda № 409-I). There are international conventions and treaties in the field of intellectual property law that are sources of private international law, for example: the Paris Convention for the Protection of Industrial Property of 1883, the Berne Convention for the Protection of Literary and Artistic Works of 1886, the Madrid Agreement on the International Registration of Marks of 1891, the Patent Cooperation Treaty of 1970, the Eurasian Patent Convention and Conflict of laws rules are contained in these acts. According to paragraph (2) of art. 5 of the Berne Convention, the exercise of these rights and their exercise are not connected with the performance of any formalities; such use and exercise do not depend on the existence of protection in the country of origin of the work. Consequently, in addition to the provisions established by this Convention, the scope of protection, as well as the means of protection provided to the author for the protection of his rights, are regulated exclusively by the legislation of the country in which protection is claimed (Bernskaya konventsiya ob okhrane literaturnykh i khudozhestvennykh proizvedeniy 1886 g.). It follows from this that the Berne Convention proceeds from the conflict of laws binding of the legislation of the country where protection is sought.

Separate norms are also enshrined in Article 6 of the Paris Convention for the Protection of Industrial Property of 1883: "1. The conditions for filing an application and registration of trademarks are determined in each country of the Union by its national legislation. 2. However, a mark declared by a citizen of a country of the Union in any other country of the Union cannot be rejected or invalidated on the grounds that it has not been declared, registered or renewed in the country of origin. 3. A mark duly registered in any country of the Union shall be regarded as independent of marks registered in other countries of the Union, including the country of origin" (Parizhskaya konventsiya po okhrane promyshlennoy sobstvennosti 1883 g.). Consequently, the relations of filing an application and registration of a trademark are regulated by the national legislation of the Union.

As for contractual relations in the field of intellectual property, they should be governed by the provisions of the agreement of the parties. At the same time, according to a number of scientists, the main difference in the transfer of copyright and related rights from the transfer of rights to objects of industrial property lies mainly in the registration system of protection of industrial property rights, which entails the need to register the transfer (transfer) of rights to the corresponding object in national patent offices or in an international office (O.V. Lutkova, L.V. Terent'yeva, B.A. Shakhnazarov 2017:146). There are such rules in Kazakhstan.

The uniqueness of intellectual property rights is also manifested in connection with labor law, this concerns the legal regime of service works and service inventions, which, as a rule, is determined by an employment contract, and the creation of intellectual property objects is part of the employee's labor duties.

According to clause 7-1) of Article 1 of the Patent Law of the Republic of Kazakhstan, service objects of industrial property are inventions, utility models, industrial designs created by an employee while performing his official duties or a specific task of the employer (Patentnyy zakon Respubliki

Kazakhstan). In accordance with Article 10 of the Patent Law of the Republic of Kazakhstan, the employer may also be the patent holder, i.e. in the case of an employee creating an official industrial property object and patenting this object, the rights to security documents for official industrial property objects belong to the employer, unless otherwise provided in the contract between him and the employee.

In accordance with Article 14 of the ZoAP of the Republic of Kazakhstan, the author's personal non-property right to a work created in the course of performing official duties or an employer's official task (an official work) belongs to the author of the official work. The property (exclusive) rights to an official work belong to the employer, unless otherwise provided in the contract between him and the author. The employer has the right to indicate his name or require such indication in any use of an official work (Zakon Respubliki Kazakhstan ot 10 iyunya 1996 goda № 6-I «Ob avtorskom prave i smezhnykh pravakh»). But there are exceptions when the exclusive (property) rights to official works belong to the employee-author, this is indicated in particular by paragraph 5 of Article 14 of the ZoAP RK.

As a rule, personal non-property rights to official works belong to the author-employee, but there are exceptions here, for example, the right to publish and the right to recall an official work belong to the employer in accordance with paragraphs 4, paragraph 1, Article 15 of the ZoAP RK and paragraph 2, Article 15 of the ZoAP RK.

Clause 4 of Article 13 of the ZRK "On the Protection of Selection Achievements" states that a patent is issued to an employer if a selection achievement is created, identified or withdrawn by an employee while performing an official task or official duties. According to paragraph 1 of Article 9 of the ZRK "On the Legal protection of Integrated Circuit Topologies", the exclusive right to a topology created in the course of performing official duties or a specific task of the employer belongs to the employer, unless otherwise provided by the contract between him and the author.

In law enforcement practice, the cornerstone issue between an employee and an employer is the remuneration of an employee for creating an official result of intellectual creative activity, or rather its size and payment terms. In accordance with paragraph 9 of Article 10 of the Patent Law of the Republic of Kazakhstan. The amount, conditions and procedure for payment of remuneration to the author for an official invention, utility model, industrial design are determined by an agreement between him and the employer. If it is impossible to measure the contribution of the author and the employer to the creation of service inventions, utility models or industrial designs, the amount, conditions and procedure for payment of remuneration to the author are determined by legislative acts of the Republic of Kazakhstan. A similar norm is also present in the Law of the Republic of Kazakhstan "On Breeding Achievements", according to paragraph 4 of Article 12 of the ZRK "On Breeding Achievements", the author has the right to receive remuneration from the patent holder for the use of a breeding achievement created, identified or derived by him during the patent validity period. The amount and conditions of remuneration payment are determined by the agreement concluded between the patent holder and the author. In the absence of an agreement, the amount and procedure for payment of remuneration to the author are determined by legislative acts of the Republic of Kazakhstan. At the same time, the amount of remuneration to the author should not be less than five percent of the annual income received by the patent holder for the use of a selection achievement, including proceeds from the sale of a license. Remuneration is paid to the author within six months after the expiration of each year in which the selection achievement was used, unless otherwise provided by the author's contract with the patent holder. If a selection achievement is created, identified or bred by several authors, remuneration is paid to the authors in equal shares, unless otherwise established by agreement between them. In accordance with paragraph 2 of Article 9 of the ZRK "On TIMS", the amount, conditions and procedure for paying remuneration to the author for the topology are determined by an agreement between the author and the employer. If it is impossible to measure the contribution of the author and the employer to the creation of the topology, the amount, conditions and procedure for paying remuneration to the author are determined by the legislative acts of the Republic of Kazakhstan.

All the above-mentioned norms of laws in the field of intellectual property are blank, i.e. they refer to other legislative acts regulating the amount of remuneration and the timing of its payment to authors-employees of the results of intellectual creative activity. In particular, Article 13 of the Law of the Republic of Kazakhstan "On Commercialization of the results of scientific and (or) Scientific and Technical activities" dated October 31, 2015 No. 381-V of the SAM, provides for various grounds and, ac-

cordingly, the amount and timing of remuneration to authors-employees:

- the authors of the results of scientific and (or) scientific and technical activities, the exclusive rights to which belong to the employer, remuneration is paid by the employer within a month from the date of receipt of the corresponding patent or certificate of state registration of rights to the object of copyright (security document). Remuneration for the creation of the results of scientific and (or) scientific and technical activities is paid by the employer in the amount of at least one average monthly salary, unless otherwise stipulated by the contract between them;

- in the case of the introduction (use) in their own production of the results of scientific and (or) scientific and technical activities, the exclusive rights to which belong to the employer, the author of the result of scientific and (or) scientific and technical activities is paid remuneration in the amount of at least one hundred monthly calculation indices annually during the entire term of the patent or certificate of state registration registration of rights to the object of copyright (security document).

- in case of conclusion of a license agreement or an exclusive right assignment agreement, the remuneration to the author is at least thirty percent of the amount of the license agreement (including royalties) without limiting the maximum amount of remuneration. Remuneration is paid on the basis of the author's contract with the employer. Remuneration for the introduction (use) of the results of scientific and (or) scientific and technical activities is paid to the author no later than three months after the expiration of each financial year in which such a result was used, and no later than three months after the receipt of payments under the license agreement throughout the entire term of the license agreement;

- if the results of scientific and (or) scientific and technical activities are created by the joint creative work of several authors, the exclusive rights to which belong to the employer, then each of them is paid remuneration in the amount of at least one average monthly salary;

- payment of remuneration and penalties for late payment of remuneration remains in the event of termination of the employment relationship between the employer and the employee who is the author of the result of scientific and (or) scientific and technical activities.

- if the author(s) of the results of scientific and (or) scientific and technical activities, the exclusive rights to which belong to him (them), acts as the founder of a startup company, including jointly with other individuals and (or) legal entities, then the share of his (their) participation in the statutory the capital of a startup company should be at least fifteen percent.

Let's consider an example from judicial practice. On October 7, 2021, the case of the court of the city of U. considered a civil case on the claim of gr. K. to the defendant LLP "K" The plaintiff's claims consisted in the recovery of monetary remuneration. There was an employment relationship between the plaintiff and the defendant. In accordance with the internal regulatory document "Innovations. Rationalization proposals" the defendant paid the plaintiff in October 2019 830,166 tenge for the rationalization proposal. The plaintiff believes that the defendant underestimated the size of the economic effect and asks to recover from the defendant another 44,817,959 tenge, a state fee in the amount of 448,179 tenge and payment for the services of a representative in the amount of 500,000 tenge. At the hearing, the plaintiff K. insisted on the claims, asked to satisfy them. At the hearing, the representatives of the defendant LLP "K" did not agree with the claim, they explained in the review that the defendant had calculated the economic effect of the plaintiff's rationalization proposal, in accordance with the provision, the plaintiff was paid remuneration in the amount of 10% of the realized rationalization proposal, they ask to refuse the claim.

Based on the case materials, on July 17, 2017, the plaintiff submitted a rationalization proposal for the device of cut-off pockets made of refractory material to minimize the ingress of melt into the working area of the installation of rolling back slag buckets and solid covering of the upper parts of the carts with sheet metal, followed by lining with refractory, having an angle of inclination that allows replacement, installation of buckets and drain of spilled slag. According to the dictionary "Vocational Education", an innovation proposal is a technical solution that is new and useful for the enterprise, organization and institution to which it is submitted, and provides for a change in the design of the product, production technology and equipment used, or a change in the composition of the material. according to the Accounting Dictionary, remuneration for a rationalization proposal is a special type of income, the receipt of which is not a payment for labor. The current Civil Code of the Republic of Kazakhstan does not regulate legal relations related to innovation proposals. The innovation proposal, as an el-

ement of scientific and technical creativity, is not included in the circle of protected intellectual property objects. Therefore, the heads of enterprises and organizations currently have the right to encourage their employees for innovation proposals (hereinafter – RP). In order to involve the maximum number of employees of LLP "K" in the process of continuous improvement of production, labor protection, improvement of working conditions, social sphere, environmental situation and other activities of the Company, the employer of LLP "K" has developed and approved the Regulation "Innovations. Innovation proposals. P (50-19)-3" (hereinafter referred to as the Position). Thus, the provisions of the Regulation, which is an act of the employer, are mandatory both for the defendant and for employees who are participants in rationalization activities. According to paragraph 4.4.1 of the Regulation, remuneration for innovation proposals is paid according to the scheme (Table No. 3): RP with a qualitative economic effect. Innovations of 2 categories. The realized RP is 10% of the economic effect. According to paragraph 4.2.3 of the Regulation, the expert commission of the subdivision weekly summarizes the submitted and accepted RP, with the preparation of a protocol and the preparation of a statement for the approved payments. On September 25, 2019, the plaintiff's proposal was considered at a meeting of the UMK expert commission, based on the results of the review, Protocol No. 3 was issued, which decided to pay remuneration for submitting and accepting an offer in the amount of 5,000 tenge and 10,000 tenge, as well as the payment of a bonus in the amount of 815,166 tenge. In total, the plaintiff was paid an amount of 830,166 tenge, which was not disputed by the plaintiff's side. For the conciliation commission, the defendant calculated the economic effect of reducing the number of repairs after the defendant introduced the plaintiff's rationalization proposal, which amounted to 8,303,620 tenge. That is, 10% of the above amount amounted to 830,362 tenge. The difference in the amount of 15,196 tenge was paid by the defendant to the plaintiff. By analogy with Article 997 of the Civil Code of the Republic of Kazakhstan, the amount, conditions and procedure for paying remuneration to the author for an official invention, utility model, industrial design are determined by an agreement between him and the employer. If it is impossible to measure the contribution of the author and the employer to the creation of a service invention, utility model or industrial design, the amount, conditions and procedure for payment of remuneration to the author are determined by legislative acts of the Republic of Kazakhstan. Due to the fact that the plaintiff received these amounts, the court considers that an agreement has been reached between him and the employer. According to Article 8 of the Civil Code of the Republic of Kazakhstan, citizens and legal entities must act in good faith, reasonably and fairly when exercising their rights, observing the requirements contained in the legislation, the moral principles of society, and entrepreneurs also the rules of business ethics. Based on the above, the court decided that the claims for the recovery of remuneration are not subject to satisfaction. Guided by articles 223-226 of the CPC, the court decided to refuse to satisfy the claim of gr. K. to LLP "K" for the recovery of monetary remuneration. On December 8, 2021, the judicial board for civil cases of the Moscow Regional Court left the decision of the City Court of the Moscow region of October 7, 2021 unchanged, the plaintiff's appeal was not satisfied (Delo № 6310-21-00-2/4611, delo № 6399-21-00-2a/2299).

It follows from this that relations concerning official works and official inventions act as the subject of relations between an employer and an employee, however, it should be remembered that the norms of civil legislation apply to relations not regulated by labor legislation, which means that intellectual property legislation applies to relations concerning these objects.

Intellectual property law also interacts with family law. In particular, in accordance with paragraph 2 of Article 33 of the Code of the Republic of Kazakhstan "On Marriage (Matrimony) and Family", the property acquired by the spouses during marriage (matrimony) includes the amounts of income of each spouse from work, entrepreneurial activity and the results of intellectual activity. In accordance with art. 39 of the Code of the Republic of Kazakhstan "On Marriage (Matrimony) and family" it is possible to establish in the marriage contract the conditions establishing the regime of property rights, including exclusive rights to objects of intellectual property rights. In accordance with Article 66 of this Code, a child has property rights, for example, exclusive rights to intellectual property objects created by him. The only question is that until the child reaches the age of majority, the exclusive right belonging to him is exercised by his legal representative.

Intellectual property law and business law interact in terms of regulation of monopolistic activities, unfair competition, and state support for innovation.

The exclusive right is an absolute subjective property right, consisting in the monopolistic use on a legal basis of an intellectual property object by its owner, and subject to protection. Consequently, the exclusivity of such a right lies precisely in this monopolistic use of the result of intellectual activity. At the same time, the use of an intellectual property object is possible only with the consent of the copyright holder, otherwise it is considered a violation of his exclusive rights, and he has the right to apply certain methods of protection and apply to a court or an authorized body for the protection of his right.

The exclusive right to the results of intellectual activity is absolute, which means that the copyright holder has a monopoly on the exercise and realization of these rights.

According to S.A. Paraschuk, some exclusive rights are temporary monopolies, i.e. they operate within the time limits stipulated by law, after which objects can be freely and gratuitously used by any persons (for example, a patent, etc.) (Parashchuk S.A. 2002:84). And we agree with this point of view that the exclusive right to intellectual property objects is a monopoly of the rightholder, valid for a certain period and permitted by law, in particular, in paragraph 2, paragraph 2 of Article 169 of Chapter 15 (Monopolistic activity) of the Entrepreneurial Code of the Republic of Kazakhstan (hereinafter referred to as the PC RK), it is provided that prohibited vertical agreements there are no agreements between market entities on the organization by the buyer of the sale of goods under a trademark or other means of individualization of the seller or manufacturer. In accordance with paragraph 3 of paragraph Article 169 of the PC RK establishes that prohibitions on anti-competitive agreements do not apply to agreements between market entities belonging to the same group of persons if one of such market entities has established control over another market entity, as well as if such market entities are under the control of one person, i.e. under control is understood the possibility of physical or a legal entity directly or indirectly (through a legal entity or through several legal entities) determine decisions made by another legal entity by one or more of the following actions:

- obtaining the right to determine the conditions for conducting business activities of market entities or to give these market entities binding instructions in accordance with a public-private partnership agreement, a comprehensive business license (franchising), a license agreement or other agreement between the rightholder (a person authorized by the rightholder) and market entities on the organization of the sale of goods under a trademark or other a means of individualization of the copyright holder.

Paragraph 7 of Article 169 of the PC RK provides that the requirements for the prohibition of horizontal, vertical and other agreements do not apply to agreements on the exercise of exclusive rights to the results of intellectual activity and equated means of individualization of a legal entity, means of individualization of goods, provided that such agreements have not led or cannot lead to the restriction or elimination of competition.

At the same time, the copyright holder in the field of intellectual property does not have the right to abuse his monopoly position in a particular sector of the market, for example, Article 176-1 of the PC of the Republic of Kazakhstan speaks about ensuring equal access to key power, and in particular, according to paragraph 3 of Article 176-1, a computer program, which is one of the objects of copyright, can also be attributed to key power. rights, i.e. if the key power is a software product, access to it is carried out in accordance with the legislation of the Republic of Kazakhstan in the field of intellectual property. Thus, in order to gain access to a computer program, for example, it is necessary to conclude a license or other agreement establishing the lawful use of an intellectual property object.

The basic principle of civil law regulation of public relations is freedom of contract, which manifests itself in the free choice of counterparties, contract terms, free enterprise and other things. Of course, entrepreneurship remains the main sphere of turnover of intellectual property objects. At the same time, this freedom is not absolute, because in accordance with Article 11 of the Civil Code of the Republic of Kazakhstan, which states that monopolistic and any other activity aimed at limiting or eliminating legitimate competition, obtaining unreasonable advantages, infringement of the rights and legitimate interests of consumers is not allowed.

Paragraph 2 of Article 11 of the Civil Code of the Republic of Kazakhstan provides that it is not allowed, except in cases provided for by legislative acts, the use of civil rights by entrepreneurs in order to restrict competition, including:

1) abuse by entrepreneurs of their dominant position in the market, in particular, by restricting or stopping production or withdrawing goods from circulation in order to create a shortage or increase prices;

2) conclusion and execution by persons engaged in similar business activities of agreements

on prices, division of markets, elimination of other entrepreneurs and other conditions that significantly restrict competition;

3) the commission of unfair actions aimed at infringing the legitimate interests of a person conducting a similar business activity and consumers (unfair competition), in particular, by misleading consumers about the manufacturer, destination, method and place of manufacture, quality and other properties of the goods of another entrepreneur, by incorrect comparison of goods in advertising and other information, copying the external design of someone else's goods and in other ways. Measures to combat unfair competition are established by legislative acts (Grazhdanskiy kodeks Respubliki Kazakhstan (Obshchaya chast'), prinyatyy Verkhovnym Sovetom Respubliki Kazakhstan 27 dekabrya 1994 goda).

Article 177 of the CPC of the Republic of Kazakhstan gives a similar concept of unfair competition, which can be carried out in the form of illegal use of means of individualization of goods, works, services, as well as objects of copyright.

As for the right to protection from unfair competition, it is a subjective civil right. And as V.I. Eremenko notes, it is not part of legal monopolies (Yeremenko V.I. 2014:17).

According to art. 178 PC RK illegal use of means of individualization of goods, works, services, as well as copyright objects means the illegal use of someone else's trademark, service mark, brand name, designation of origin of goods or similar designations for similar goods or the use without the permission of the copyright holder or an authorized person of the names of literary, artistic works, periodicals publications, or their use on the packaging in a form that may mislead the consumer about the nature of, the method and place of production, consumer properties, quality and quantity of the product or in relation to its manufacturers.

Consider the judicial practice. On October 09, 2020, SMES G. A. considered a civil case on the claim of IP "SHAH" represented by gr. Zh. to the defendants IP Yu., IP T. The plaintiff's claims were to prohibit the use of the "Shah" trademark and to compel the dismantling of the sign and the prohibition of using advertising under the "Shah" trademark. According to an extract from the State Register of Trademarks of the Republic of Kazakhstan with registration number No. 55534 dated March 31, 2017, IP "SHAH" represented by Zh. is the owner of the trademark "Shah" in the image given in the extract, the colors are white, black, under which the following list of goods and services according to the classifier is allowed: 43 classes – food and beverage services; temporary accommodation; cafes; restaurants; cooking and home delivery services.

Gr. Yu. registered as IP "Yu" OKED of its activities 68202 – lease (sublease) and operation of leased real estate and 45200 – maintenance and repair of motor vehicles. Gr. T. registered as IP "T" since December 10, 2012,OKED of its activities 56290 – other types of catering".Also, gr. T. according to an extract from the State Register of Trademarks of the Republic of Kazakhstan with registration number No. 68841 dated June 01, 2020, he is the owner of the trademark "SHAH SHAH" in the image given in the extract, under which the following list of goods and services according to the classifier is allowed: class 37 – car wash; restoration of engines fully or partially worn out; restoration of cars fully or partially worn out; tire tread restoration; tire vulcanization (repair); car washing; vehicle washing; anti–corrosion treatment of vehicles; maintenance of technical vehicles; polishing of vehicles; assistance in case of breakdown, damage to vehicles (repair); repair and maintenance of cars; cleaning of vehicles; 41 classes – discos; children's entertainment club; internet cafe; hookah; hookah at home, computer clubs; organization and holding lotteries; services without rest (entertainment); casino services (games); karaoke services; karaoke bar; karaoke clubs; billiards services; entertainment center services; 44 classes – waxing/waxing; health centers; hair implantation; medical consultations for people with disabilities; consultations on pharmaceuticals; treatment with homeopathic essences/aromatherapy services; manicure; manual therapy (chiropractic); massage; hairdressers; piercing; beauty salons; sanatoriums; health tips; flower arrangements; tattooing; make-up artist services; rest homes services; alternative medicine services; opticians services; solarium services; SPA salons; hardware wellness massages; children's massage; sports massage; cosmetology services.

The plaintiff appealed to the court with the above claim, arguing that at the end of 2019 she became aware that in the city of A. at the address: ul. N., 26/2, there is a two-storey cafe "SHAH" with the number of seats for about 100 people and with a menu offer, for orders for which a fiscal receipt is provided on behalf of IP Yu., through inquiries to the relevant authorized registration authorities, she found out that IP Yu., without having permits for the use of the trademark "Shah" in the field of cafes, restaurants and cooking services, and also, without having a corresponding OKED according

to the classifier, provides public catering services to the specified address, and IE T., having the corresponding OKED according to the classifier, but not having registration with the tax authority under the name of an individual entrepreneur "Shah", illegally uses the trademark "Shah", similar in letter designations to its trademark "Shah", in addition, IE T. on the website "restoran.kz " in the category of cafe-restaurant services, it positions itself as the Shah restaurant, offering services of European, Oriental and Kazakh cuisine to the population, thereby, the defendants violate its rights of the owner of the Shah trademark, since they use it without her permission, for repeated oral and written attempts to settle the dispute out of court in order, the defendants do not react in any way.

In this regard, the court requests: 1) prohibit IP Yusupov and IP T. from using the trademark "Shah"; 2) oblige IP Yu. and IP T. to dismantle the sign with the letter designation "Shah" from the facade of the building located at the address: city A., N. Street, 26/2, and prohibit the use of advertising under the trademark "Shah" on the Internet- resources.

In her response to the claim, the defendant IP T., completely disagreeing with the claims brought against her, indicated that the trademark "Shah" was registered for her in accordance with the procedure established by law, legal protection was provided for it on the basis of a certificate, therefore, no violations of the rights and legitimate interests of the plaintiff were committed on her part since the trademark belonging to her was not used, besides, the plaintiff did not provide evidence of illegal use of her trademark, whereas she was not held liable for such a violation, it is visually obvious that the trademark "Shah" used by the plaintiff and her is completely different in terms of volume and pictorial designation, and the plaintiff's claims themselves are not subject to consideration in civil proceedings. By request No. 1. In accordance with paragraphs 1, 3 of Article 1024, paragraphs 1, 2 of Article 1025 of the Civil Code of the Republic of Kazakhstan (hereinafter – the Civil Code), legal protection of a trademark is granted on the basis of its registration, or without registration on the basis of international treaties to which the Republic of Kazakhstan is a party. The right to a trademark is certified by a certificate. The owner of the trademark right has the exclusive right to use and dispose of the mark belonging to him. The use of a trademark is considered to be any of its introduction into circulation: manufacture, application, import, storage, offer for sale, sale of a trademark or a product designated by this sign, use in signage, advertising, printed products or other business documentation. According to the requirements of paragraph 1 of Article 1030 of the Civil Code, the right to use a trademark may be granted by the owner of the trademark right to another person in respect of registered goods and services or part thereof under a license agreement (Article 966 of this Code). According to the requirements of paragraphs 1, 2 of Article 1032 of the Civil Code, the person who violated the right of the trademark owner is obliged to immediately stop the violation and compensate the trademark owner for the losses incurred by him. Disputes related to the determination of the legality of the use of a trademark or designation confusingly similar to it, or a well-known trademark, are considered by the court in accordance with the procedure established by the civil procedural legislation of the Republic of Kazakhstan. During the consideration of the case by the court, it was established that at the address: A., N. Street, 26/2, there is a two-storey building with the sign "Shah", in which a teahouse, billiard room, hookah, as well as karaoke and a car wash function under this name, as can be seen from the photos available in the case materials and confirmed by the explanations of IP T. in court, which explained that a teahouse, billiard room, hookah belong to her, and karaoke and car wash – IP Yu. From the photographs available in the case file, it can be seen that the image of the "Shah" sign on the specified building, as well as in the room and menu of the teahouse, as well as above the car wash, is not made in accordance with the image of the "SHAH SHAH" trademark belonging to IP T., indicated in an extract from the State Register of Trademarks of the Republic of Kazakhstan with the registration number No. 68841 dated June 01, 2020, and in an image similar to the trademark "Shah", owned by the plaintiff according to an extract from the State Register of Trademarks of the Republic of Kazakhstan with registration number No. 55534 dated March 31, 2017, i.e. only in one Russian language using a smooth calligraphic font identical to the plaintiff's trademark "Shah". A similar discrepancy takes place on the website "restoran.kz ", on which, in the category of cafe-restaurant services, the named teahouse at the above address positions itself as the Shah restaurant, offering services of European, Oriental and Kazakh cuisine to the population. As can be seen from the above, the plaintiff also has the right to provide catering services under the trademark "Shah" belonging to her, which she actually does in the city of A. Thus, IP T. on the sign of the teahouse, and IP Yu. on the signboard of the car wash at the address:

G. A., N. str., 26/2, the trademark "Shah", which does not belong to them, is used, the image of which is similar to the trademark "Shah" belonging to the plaintiff to the extent of confusion, which may mislead the consumer, since the plaintiff also provides services under the trademark "Shah" belonging to her food in the city of A.

Meanwhile, due to the requirements of Article 178 of the Entrepreneurial Code of the Republic of Kazakhstan, the illegal use of means of individualization of goods, works, services, as well as objects of copyright is the illegal use of someone else's trademark, service mark, brand name, appellation of origin or similar designations for similar goods. In this regard, the defendant's side of IP Tatyhodzhayeva argued in court that she had the right to use the trademark "SHAH SHAH" belonging to her in any calligraphic execution and in any combination, including using the name in only one transcription – in Russian or English. However, due to the requirements of paragraph 1 of Article 19 of the Law of the Republic of Kazakhstan "On Trademarks", it is prohibited to use the trademark in a modified form, including in another font, another color, another form, or use in such a way that may damage the ability of the trademark to distinguish goods (services) of some physical and legal entities from similar goods (services) of other individuals or legal entities.

In addition, as follows from the above indisputable circumstances in the case, T. is given the right to provide catering services, which she actually uses in the tea house "Shah" at the above address, as an individual entrepreneur "Tatyhodzhayeva", and not under the trademark "Shah", which does not belong to her. It should be noted that under the trademark "SHAH SHAH" belonging to her, she also has no right to provide nutrition services, since this type of service is not included in the list of goods and services allowed to her under this trademark.

The non-involvement of any of the defendants to the statutory liability for the use of the plaintiff's trademark "Shah" and the registration by the authorized body of the trademark "SHAH SHAH" for T. does not mean the legality of the defendants' actions to use the name "Shah" for a teahouse and car wash, therefore, the lack of proof of the plaintiff's position, as the party claimed the defendant IP T. in court.

Firstly, the plaintiff raises in court the question not about the use by the defendants of the trademark "Shah" belonging to him, but similar to him in the image to the extent of confusion, misleading the consumer, secondly, the plaintiff does not dispute the registration by the authorized body for the trademark "SHAH SHAH", but points to his use in an inappropriate image provided for in an extract from the State Register of Trademarks of the Republic of Kazakhstan with registration number No. 68841 dated June 01, 2020. In such circumstances, taking into account the above provisions of the law, the court concludes that the plaintiff's claim to prohibit the defendants from using the "Shah" trademark that does not correspond to the image of the "SHAH SHAH" trademark belonging to T. according to an extract from the State Register of Trademarks of the Republic of Kazakhstan with registration number No. 68841 dated June 01, 2020.

Upon request No. 2. According to the requirements of paragraph 5 of Article 1032 of the Civil Code, a person who violated the right of the trademark owner when performing works or rendering services is obliged to remove the trademark or designation confusingly similar to it from the materials that accompany the performance of works or the provision of services, including documentation, advertising, signage. The fact of violation by the defendants of the plaintiff's rights as the owner of the "Shah" trademark in the image indicated in the extract from the State Register of Trademarks of the Republic of Kazakhstan with registration number No. 55534 dated March 31, 2017, is proved by the above circumstances. In this case, on the basis of the above requirement of the law, the court considers it necessary to satisfy the plaintiff's claim to compel the defendants to dismantle from the facade of the building located at the address: city A., ul. N., 26/2, a sign with the letter value "Shah" and the prohibition of defendants on Internet resources to use advertising under the trademark "Shah" that does not correspond to the image of the trademark "SHAH SHAH" belonging to T. according to an extract from the State Register of Trademarks of the Republic of Kazakhstan with registration number No. 68841 dated June 01, 2020. The court decided:

The claims of the individual entrepreneur "SHAH" in the person of gr. Zh. to the defendants IP Yu. and IP T. on the prohibition of the use of the "Shah" trademark, the compulsion to dismantle the signage and the prohibition to use advertising under the "Shah" trademark to satisfy in full.

Prohibit IP Yu. and IP T. from using the trademark "Shah" that does not correspond to the image of the trademark "SHAH SHAH" belonging to T. according to an extract from the State Register of Trademarks of the Republic of Kazakhstan with registration number No. 68841 dated June 01, 2020.

Oblige IP Yu. and IP T. to dismantle the signboard with the letter value "Shah" from the facade of the building located at the address: city A., N. str., 26/2, which does not correspond to the image of the trademark "SHAH SHAH" belonging to T. according to an extract from the State Register of Trademarks of the Republic of Kazakhstan with registration number No. 68841 dated June 01 2020.

Prohibit IP Yu. and IP T. from using advertising on Internet resources under the "Shah" trademark that does not correspond to the image of the "SHAH SHAH" trademark owned by T. according to an extract from the State Register of Trademarks of the Republic of Kazakhstan with registration number No. 68841 dated June 01, 2020.

On January 27, 2021, the judicial board for civil cases of the court of G. A. left the decision of the SMES G. A. of October 20, 2020 on this civil case unchanged, and the appeal of the defendant IP T. – without satisfaction (Delo № 7527-20-00-2/5410 resheniye, delo № 2a-11433 resheniye).

Another point of contact and interaction of intellectual property law with business law is relations in the field of innovation, which is regulated by the norms of Chapter 23-1 of the PC of the Republic of Kazakhstan, which was supplemented in accordance with the Law of the Republic of Kazakhstan dated 27.12.21 No. 87-VII.

According to paragraph 1 of Article 241-1 of the PC RK, innovation activity is understood as activity (including intellectual, creative, scientific, scientific-technical, technological, industrial-innovative, infocommunication, organizational, financial and (or) commercial activities) aimed at creating innovations (Kodeks Respubliki Kazakhstan ot 29 oktyabrya 2015 goda № 375-V «Predprinimatel'skiy kodeks Respubliki Kazakhstan»).

It is difficult to overestimate the importance of creating and implementing innovations in all spheres of public life. Since relatively recently, this aspect has been the subject of attention of both the Government and society. The CPC of the Republic of Kazakhstan regulates that innovation activity presupposes the presence of high entrepreneurial risk, characterized by uncertainty of market prospects for innovation and possible losses of invested financial and other resources.

Of course, the content that is invested in the institutions of innovation activity clearly gives an understanding that innovation activity in whatever forms it manifests itself is the results of creative intellectual work, which in fact should be commercialized, since they are introduced as a product or process and offered to the consumer.

According to paragraph 3 of Article 241-1 of the PC RK, innovation is a new or improved result of innovation activity in the form of a product (product, work or service) that has become available to potential users, or a process put into operation that provides competitiveness and comparative advantage in contrast to previous products or processes.

The subjects of innovation activity are individuals, legal entities, simple partnerships implementing innovative projects.

The subjects of the innovation system that provide state support for innovation activities, which include the National Institute for Development in the field of innovative development and other legal entities, fifty or more percent of the voting shares (participation shares in the authorized capital) of which directly or indirectly belong to the state, authorized to implement measures of state support for innovation activities (p. 1 art. 241-3 PC RK). Their powers are provided for in paragraph 2 of Article 241-3 of the PC RK.

The object of innovation activity is all kinds of innovations that can be embodied in goods, works, services, processes and technologies so that they can be considered new or improved (Kodeks Respubliki Kazakhstan ot 29 oktyabrya 2015 goda № 375-V «Predprinimatel'skiy kodeks Respubliki Kazakhstan»).

Thus, the task of the PC RK is to ensure the legal regulation of innovative activities in business, but at the same time, if such innovations are by their nature objects of intellectual property, then proper legal registration of the rights of copyright holders is required in accordance with the legislation of the Republic of Kazakhstan.

Article 241-2 of the CPC of the Republic of Kazakhstan provides for the purpose, objectives and foundations of state support for innovation (Kodeks Respubliki Kazakhstan ot 29 oktyabrya 2015 goda № 375-V «Predprinimatel'skiy kodeks Respubliki Kazakhstan»).

The analysis of the powers of the subjects of the innovation system involved in state support of innovation activity allows us to conclude how important the development of this direction is to the state. It is particularly noteworthy that these entities take part in the information and propaganda support of innovations, including through the organization of competitions among innovators, innovators and inventors.

Item 1 of art. 241-4 of the PC of the RK provides that the state technological policy is a system of economic, organizational and legal measures implemented by the state and (or) subjects of innovative activity aimed at determining technological priorities, developing infrastructure and competencies for their implementation, including the creation of technological platforms, industry centers of technological competencies, the implementation of targeted technological programs, in order to increasing the level of technological development of the national economy, its sectors and private business entities (Kodeks Respubliki Kazakhstan ot 29 oktyabrya 2015 goda № 375-V «Predprinimatel'skiy kodeks Respubliki Kazakhstan»).

In order to form and implement the state technological policy, the Technological Policy Council functions, which is an advisory body headed by the Prime Minister of the Republic of Kazakhstan.

This Council was formed by the Decree of the Prime Minister of the Republic of Kazakhstan dated April 20, 2022 No. 83-r "On the formation of the Council for Technological Policy under the Government of the Republic of Kazakhstan", the working body of which is the Ministry of Digital Development, Innovation and Aerospace Industry of the Republic of Kazakhstan. The main task of the Technology Policy Council is to determine the priorities of technological development and the main directions of state technology policy, but, in our opinion, the sphere of technology development is purely the sphere of private initiatives, and in this aspect the Council should be more concerned with support, in particular, the provision of financing, rather than determining development vectors.

Thus, it is obvious that the interaction of intellectual property law is not limited exclusively to the sphere of private interests, but is also important in achieving public goals.

As for the method of legal regulation, the position of L.V. Shcherbacheva is relevant here, according to which, in intellectual law, the principle of dispositivity is also manifested in imperative norms due to permissive regulation inherent in civil law, and the studied sub-sector, due to the fact that intellectual relations, due to their close connection with the individual, affect the deep foundations human thinking and creativity and interference in them by the state should be strictly limited (Shcherbacheva 2014: 23).

Conclusion

Having conducted this analysis, I would like to emphasize the uniqueness of intellectual property law, since its task is to give a legal form to realized thoughts and ideas, and it is impossible to limit the limits of human capabilities. And as long as there is a mind capable of creating something new and intellectual, this sub-sector will always develop progressively, expanding the scope and capabilities of the mind. Thus, intellectual property law is able not only to ensure private interests, but also to actively provide legal support to state and public initiatives, thereby being in close cooperation with the branches of both private and public law.

At the same time, the private-law nature of intellectual activity law is unambiguous and is not in doubt, therefore, intellectual property law as a set of property (exclusive) and personal non-property rights interacts with all sub-sectors and institutions of private law.

The close intertwining of this sub-sector with the branches of private law is also explained by the fact that in those areas where the thought process is constantly carried out, it is impossible to ensure stability and certainty in public relations without the norms of intellectual activity law.

We are witnessing a technological revolution, the introduction of innovations in almost all spheres of public life. And as we have repeatedly emphasized in our research, today only intellectual property law is able to justify new institutions that cannot explain other sub-branches and institutions of private law, especially in the conditions of active development and the increasing role of scientific and technical results, digital architecture and industrialization.

Литература

Гражданское право: учеб. в 3 т. Т. 3 / пер. изд. В. П. Мозолин. – 2-е изд., перераб. и доп. – М.: Проспект, 2012. – С. 18.

Дело № 7119-19-00-2/13774. Решение // Информационная система BESTPROFI.

Закон Республики Казахстан от 10 июня 1996 года № 6-I «Об авторском праве и смежных правах» // https://online.zakon.kz/Document/?doc_id=1005798&sub_id=170000&pos=379 ;-18#pos=379 ;-18.

Закон Республики Казахстан от 4 декабря 2015 года № 434-V «О государственных закупках» // https://online.zakon.kz/Document/?doc_id=34050877&pos=203 ;-26#pos=203.

Дело 7527-16-00-2/7560 // Информационная система BESTPROFI opensud.kz.

Гражданский кодекс Республики Казахстан от 1 июля 1999 года № 409-I // http://online.zakon.kz/Document/?doc_id=1013880#pos=4757.

Судариков С. А. Право интеллектуальной собственности: учеб. – М.: Проспект, 2009. – С. 130.

Наследование прав интеллектуальной собственности по российскому праву: учебник для магистров / под ред. Л. А. Новоселовой. – М.: Проспект, 2017. – С. 67.

Бернская конвенция об охране литературных и художественных произведений 1886 г. // http://www.wipo.int/treaties/ru/text.jsp?file_id=283698.

Парижская конвенция по охране промышленной собственности 1883 г. // http://www.wipo.int/edocs/lexdocs/treaties/ru/paris/trt_paris_001ru.pdf.

Основные проблемы защиты интеллектуальной собственности в международном частном праве: учебник для магистров / О. В. Луткова, Л. В. Терентьева, Б. А. Шахназаров. – М.: Проспект, 2017. – С. 146.

Закон Республики Казахстан от 16 июля 1999 г. № 427-I «Патентный закон Республики Казахстан» // http://online.zakon.kz/Document/?doc_id=1013991#pos=49 ;-142.

Дело № 6310-21-00-2/4611, дело № 6399-21-00-2а/2299 // Информационная система BESTPROFI Opensud.kz.

Паращук С. А. Конкурентное право (правовое регулирование конкуренции и монополии): учебно-практическое руководство. – М.: Городец, 2002. – С. 84.

Гражданский кодекс Республики Казахстан (Общая часть), принятый Верховным Советом Республики Казахстан 27 декабря 1994 года // http://online.zakon.kz/Document/?doc_id=1006061#pos=646 ;-149.

Еременко В. И. Недобросовестная конкуренция и интеллектуальная собственность // Законодательство и экономика. – № 6. – 2014. – С. 17.

Дело № 7527-20-00-2/5410 решение, дело № 2а-11433 решение // Информационная система BESTPROFI Opensud.kz.

Кодекс Республики Казахстан от 29 октября 2015 года № 375-V «Предпринимательский кодекс Республики Казахстан» // https://online.zakon.kz/Document/?doc_id=38259854&pos=4634 ;-37#pos=4634 ;-37.

Щербачёва Л. В. Гражданско-правовое регулирование интеллектуальной собственности в России на современном этапе: монография. – М.: ЮНИТИ-ДАНА: Право и Право, 2014.

References

Bernskaia konventsiia ob okhrane literaturnykh i khudozhestvennykh proizvedeniĭ 1886 g. [Berne Convention for the Protection of Literary and Artistic Works, 1886]. http://www.wipo.int/treaties/ru/text.jsp?file_id=283698

Delo № 6310-21-00-2/4611, delo № 6399-21-00-2a/2299 [Case No. 6310-21-00-2/4611, Case No. 6399-21-00-2a/2299]. Informatsionnaya sistema BESTPROFI Opensud.kz

Delo № 7119-19-00-2/13774. Reshenie [Case No. 7119-19-00-2/13774. Decision]. Informatsionnaya sistema BESTPROFI.

Delo 7527-16-00-2/7560 [Case No. 7527-16-00-2/7560]. Informatsionnaya sistema BESTPROFI opensud.kz

Delo № 7527-20-00-2/5410 reshenie, delo № 2a-11433 reshenie [Case No. 7527-20-00-2/5410, Case No. 2a-11433]. Informatsionnaya sistema BESTPROFI Opensud.kz

Grazhdanskoe pravo: ucheb. v 3 t. T. 3 / per. izd. V. P. Mozolin. (2012). 2-e izd., pererab. i dop. Moscow: Prospekt. [Civil Law: Textbook in 3 Volumes. Vol. 3 / Ed. by V. P. Mozolin. (2nd ed., rev. and add.). Moscow: Prospekt, 2012.] p. 18.

Grazhdansky kodeks Respubliki Kazakhstan (Obshchaya chast'), prinyatyi Verkhovnym Sovetom Respubliki Kazakhstan 27 dekabrya 1994 goda [Civil Code of the Republic of Kazakhstan (General Part), adopted by the Supreme Council of the Republic of Kazakhstan December 27, 1994]. http://online.zakon.kz/Document/?doc_id=1006061#pos=646

Grazhdansky kodeks Respubliki Kazakhstan ot 1 iyulya 1999 goda № 409-I [Civil Code of the Republic of Kazakhstan dated July 1, 1999 No. 409-I]. http://online.zakon.kz/Document/?doc_id=1013880#pos=4757

Kodeks Respubliki Kazakhstan ot 29 oktyabrya 2015 goda № 375-V «Predprinimatelskiy kodeks Respubliki Kazakhstan» [Entrepreneurial Code of the Republic of Kazakhstan October 29, 2015 No. 375-V]. https://online.zakon.kz/Document/?doc_id=38259854&pos=4634

Lutkova, O. V., Terenteva, L. V., & Shakhnazarov, B. A. (2017). Osnovnye problemy zashchity intellektualnoy sobstvennosti v mezhdunarodnom chastnom prave: uchebnik dlya magistrantov [Main Problems of Protection of Intellectual Property in International Private Law: Textbook for Master's Students]. Moscow: Prospekt, p. 146.

Nasledovanie prav intellektualnoi sobstvennosti po rossiiskomu pravu: uchebnik dlya magistrantov / pod red. L. A. Novoselovoi. (2017). [Inheritance of Intellectual Property Rights under Russian Law: Textbook for Master's Students / Ed. by L. A. Novoselova]. Moscow: Prospekt, p. 67.

Parashchuk, S. A. (2002). Konkurentnoe pravo (pravovoe regulirovanie konkurentsii i monopolii): uchebno-prakticheskoe rukovodstvo [Competition Law (Legal Regulation of Competition and Monopoly): Study Guide]. Moscow: Gorodets, p. 84.

Parizhskaia konventsiia po okhrane promyshlennoi sobstvennosti 1883 g. [Paris Convention for the Protection of Industrial Property, 1883]. http://www.wipo.int/edocs/lexdocs/treaties/ru/paris/trt_paris_001ru.pdf

Sudarikov, S. A. (2009). Pravo intellektualnoi sobstvennosti: ucheb. [Intellectual Property Law: Textbook]. Moscow: Prospekt, p. 130.

Shcherbacheva, L. V. (2014). Grazhdansko-pravovoe regulirovanie intellektualnoy sobstvennosti v Rossii na sovremennom etape: monografiya [Civil Law Regulation of Intellectual Property in Russia at the Present Stage: Monograph]. Moscow: UNITI-DANA: Pravo i Pravo.

Yeremenko, V. I. (2014). Nedobrosovestnaya konkurentsiya i intellektualnaya sobstvennost' [Unfair Competition and Intellectual Property]. Zakonodatel'stvo i ekonomika, (6), 17.

Zakon Respubliki Kazakhstan ot 10 iyunya 1996 goda № 6-I «Ob avtorskom prave i smezhnykh pravakh» [Law of the Republic of Kazakhstan dated June 10, 1996 No. 6-I "On Copyright and Related Rights"]. https://online.zakon.kz/Document/?doc_id=1005798&sub_id=170000&pos=379

Zakon Respubliki Kazakhstan ot 16 iyulya 1999 g. № 427-I «Patentnyy zakon Respubliki Kazakhstan» [Law of the Republic of Kazakhstan July 16, 1999 No. 427-I "Patent Law of the Republic of Kazakhstan"]. http://online.zakon.kz/Document/?doc_id=1013991#pos=49

Zakon Respubliki Kazakhstan ot 4 dekabrya 2015 goda № 434-V «O gosudarstvennykh zakupkakh» [Law of the Republic of Kazakhstan dated December 4, 2015 No. 434-V "On Public Procurement"]. https://online.zakon.kz/Document/?doc_id=34050877&pos=203

Information about author:

Amangeldy Aizhan Amangeldievna – Doctor of Law, Professor at Kunaev University, Research Fellow at the Research Center of the Academy of the Ministry of Internal Affairs of the Republic of Kazakhstan (Kazakhstan, Almaty, e-mail: aizhan_amangeldy@mail.ru).

Автор туралы мәлімет:

Амангелды Айжан Амангелдықызы – заң ғылымдарының докторы, Қонаев университетінің профессоры, Қазақстан Республикасы Ішкі істер министрлігі Академиясының Ғылыми-зерттеу орталығының ғылыми қызметкері (Қазақстан, Алматы, e-mail: aizhan_amangeldy@mail.ru).

Сведения об авторе:

Амангельды Айжан Амангельдиевна – доктор юридических наук, профессор Университета Кунаева, научный сотрудник Научно-исследовательского центра Академии МВД РК (Алматы, Казахстан, e-mail: aizhan_amangeldy@mail.ru).

Registered: October 8, 2024.
Corrected: June 6, 2025.
Accepted: June 20, 2025.